



Marcus Andrade [REDACTED]

## Introduction

13 messages

**Marcus Andrade** [REDACTED] Sun, Oct 22, 2017 at 11:35 AM  
To: Japheth Dillman [REDACTED] Jamie McCormick  
[REDACTED] Nic Ryan [REDACTED] David Hargreaves  
[REDACTED] Lisa Helfer [REDACTED] Mark DiAdamo [REDACTED] SHIFT  
Communications Marketing Team [REDACTED] Vladimir Sofronov [REDACTED] Alexey Ivanenko  
[REDACTED] Daria Generalova [REDACTED] Hung Tran [REDACTED] Terence Poon  
Cc: Neil Sunkin [REDACTED]  
Bcc: Jack Abramoff [REDACTED]

Hello Everyone,

Please when you have a chance, introduce yourself to Neil Sunkin. Neil is an Attorney who works with us. He is located in Beverly Hills, C.A.

From this point on, after all Press Releases are ready to be issued, right before submission, make sure they are sent to Neil for approval.

It is important not to use words like, "Investment" or anything that relates to potential capital gains. This can upset the S.E.C.

Before we enter into any other contracts, etc., everything must go to Neil for final approval.

Thanks everyone. Be sure that you all have Neil's contact information. He is copied on this email.

Best,

--

Marcus Andrade, Founder  
[REDACTED]

**Vladimir Sofronov** [REDACTED] Sun, Oct 22, 2017 at 1:21 PM  
To: Dima Zaitsev [REDACTED]  
Cc: Japheth Dillman [REDACTED] Rene Reichert [REDACTED] Jamie McCormick  
[REDACTED] Nic Ryan [REDACTED] David Hargreaves  
[REDACTED] Lisa Helfer [REDACTED] Mark DiAdamo [REDACTED] SHIFT  
Communications Marketing Team [REDACTED] Alexey Ivanenko [REDACTED] Daria Generalova  
[REDACTED] "Hung Q. Tran" [REDACTED] Terence Poon [REDACTED] Neil  
Sunkin [REDACTED] Marcus Andrade [REDACTED]

Looped in Dima who is our head of PR.

Vlad Sofronov, VP of partner relations at ICOBos  
[REDACTED]

EX2275-001

[Quoted text hidden]

**Dima Zaitsev** [REDACTED] Mon, Oct 23, 2017 at 8:07 AM  
To: Vladimir Sofronov [REDACTED]  
Cc: Japheth Dillman [REDACTED] Rene Reichert [REDACTED] Jamie McCormick [REDACTED]  
[REDACTED] Nic Ryan [REDACTED] David Hargreaves [REDACTED]  
[REDACTED] Lisa Helfer [REDACTED] Mark DiAdamo [REDACTED] SHIFT  
Communications Marketing Team [REDACTED] Alexey Ivanenko [REDACTED] Daria Generalova [REDACTED]  
[REDACTED] "Hung Q. Tran" [REDACTED] Terence Poon [REDACTED] Neil [REDACTED]  
Sunkin [REDACTED] Marcus Andrade [REDACTED]

Hello, Marcus!

Ok, noted.

@Katerina

[Quoted text hidden]

--

Cheers,

**Dima Zaitsev, Ph.D.**

Head of International PR, ICOBox

ICOBox: creating the world where ICO experts are just one easy click away.

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**Dima Zaitsev** [REDACTED] Mon, Oct 23, 2017 at 8:08 AM  
To: Vladimir Sofronov [REDACTED]  
Cc: Japheth Dillman [REDACTED] Rene Reichert [REDACTED] Jamie McCormick [REDACTED]  
[REDACTED] Nic Ryan [REDACTED] David Hargreaves [REDACTED]  
[REDACTED] Lisa Helfer [REDACTED] Mark DiAdamo [REDACTED] SHIFT  
Communications Marketing Team [REDACTED] Alexey Ivanenko [REDACTED] Daria Generalova [REDACTED]  
[REDACTED] "Hung Q. Tran" [REDACTED] Terence Poon [REDACTED] Neil [REDACTED]  
Sunkin [REDACTED] Marcus Andrade [REDACTED] Katerina Miller [REDACTED] Nikita [REDACTED]  
Stepanov [REDACTED]

Hello, Marcus!

Ok, noted.

@Katerina,

@Nikita,

guys, please be aware of the instructions Marcus sent above.

--

Cheers,

**Dima Zaitsev, Ph.D.**

Head of International PR, ICOBox

ICOBox: creating the world where ICO experts are just one easy click away.

EX2275-002

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[Quoted text hidden]

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**Jamie McCormick**

Mon, Oct 23, 2017 at 11:54 AM

To: Dima Zaitsev

Cc: Vladimir Sofronov

Japheth Dillman

Rene Reichert

Nic Ryan

David Hargreaves

Lisa Helfer

Mark DiAdamo

SHIFT

Communications Marketing Team <

Alexey Ivanenko

Daria Generalova

"Hung Q. Tran"

Terence Poon

Neil

Sunkin

Marcus Andrade

Katerina Miller

Nikita

Stepanov

Hi Neil,

Nice to meet you. We're looking after the website, seo, and ads across a number of networks including bitcoin networks/facebook/google.

We've had similar restraints so can confirm in none of the ad copy is investment mentioned.

Cheers

Jamie

[Quoted text hidden]

Jamie McCormick

Founder

*Bitcoin Marketing Team*

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**Nikita Stepanov**

Mon, Oct 23, 2017 at 12:02 PM

To: Dima Zaitsev

Cc: Vladimir Sofronov

Jamie McCormick

Lisa Helfer

Mark DiAdamo

Alexey Ivanenko

Daria Generalova

"Hung Q. Tran"

Neil Sunkin

Marcus Andrade

Katerina Miller

Thank you Marcus!

Neil, please have a look at the latest release rewrite and confirm if it is okay to distribute

Best,

Nikita

[Quoted text hidden]



AML BitCoin\_Cision\_Rewrite\_nvf.docx

18K

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**Jamie McCormick**

Mon, Oct 23, 2017 at 12:51 PM

To: Dima Zaitsev

Nikita Stepanov

Cc: Alexey Ivanenko

Daria Generalova

"Hung Q. Tran"

Katerina Miller

Lisa Helfer

Marcus Andrade

Mark DiAdamo

Neil Sunkin

Vladimir Sofronov

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Hi Nikita

Just a quick question, I know the pr is about the new members, but is there a reason a paragraph about the token sale is being omitted?

Could we add

AML BitCoin is currently running a token sale for AML Tokens at <https://amltoken.com> where early adopters to the platform can purchase currently priced at \$1/token. These can later be exchanged 1:1 for AML BitCoin when they pass KYC/AML and Biometric identity verification ahead of the platform launches.

Also if possible to incorporate links to at least Facebook and Twitter

Just a suggestion but we're missing out on an opportunity for backlinks as well as direct coverage of the token sale otherwise

Happy to hear feedback

Thanks

Jamie

[Quoted text hidden]

[Quoted text hidden]

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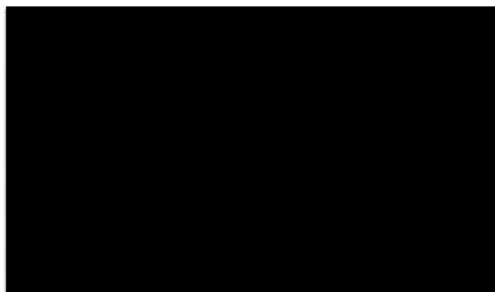
Neil M. Sunkin [REDACTED]  
To: "Randy L. Wooten" [REDACTED]  
Cc: Marcus Andrade [REDACTED]

Mon, Oct 23, 2017 at 2:13 PM

It looks like you didn't Ralph's agreement.

LAW OFFICE OF NEIL M. SUNKIN

A Professional Corporation



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EX2275-004

dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail, any attachments, and all copies thereof from any drives or storage media and destroy any printouts of the e-mail or attachments.

**From:** [REDACTED]  
**Sent:** Monday, October 23, 2017 9:25 AM  
**To:** 'Neil M. Sunkin' [REDACTED]  
**Cc:** 'Fintech Fund' [REDACTED]  
**Subject:** RE: Introduction

Hi Neil,

Further to my earlier email, as stated Pillsbury had to conduct a review of my Consultancy Agreement in the light of my Directors Service Agreement to ensure no conflict and also maximum enforceability from the company's perspective. I therefore enclose the marked-up copy, emails from Pillsbury containing their advice and also my Service Agreement.

As before, please do not hesitate to contact me with any queries you may have.

Kind regards

Ralph

## Ralph Horne

Chief Executive Officer

**CrossVerify Ltd**

EX2275-005

**From:** Fintech Fund [REDACTED]  
**Sent:** 23 October 2017 15:34  
**To:** Neil M. Sunkin [REDACTED]  
**Cc:** Ralph Horne [REDACTED]  
**Subject:** Introduction

Hello Neil I'm already in London right now. Ralph had his attorney review the contract and they made some changes so he will be sending you the red line changes feel free to request whatever information you need from Ralph's directly so we can get this agreement done.

Sorry for any typos I'm using voice chat. If you need me for anything please give me a call or give me on Skype thank you.

Marcus

----- Forwarded message -----

**From:** "Farmer, Steven P." [REDACTED]  
**To:** [REDACTED]  
**Cc:** "Bates, Sandra" [REDACTED] "Gosling, Caron" [REDACTED]  
**Bcc:**  
**Date:** Fri, 20 Oct 2017 15:02:11 -0700  
**Subject:** RH Agreement

Hi Ralph,

Please see attached:

- Your agreement with track changes; and
- a clean version of the agreement.

In response to your points:

1. I am in agreement with your recommendation that with the post-termination restrictions already covered in my employment agreement, that these should remain in force and are not be included as part of this new consultancy agreement. Can you please make amendments as necessary to new Clause 5 etc.

We have deleted clause 5.

2. Clause 6 D (new numbering) – per your comment that this is a standard clause, I am ok for this to be instated. I have tried to reinstate it (other than the reference to being appointed as attorney), but I think something happened to the formatting when you made your amendments to the clause. Can you see if you can reinstate it please

We have reinstated.

EX2275-006

3. Clause 9 Indemnity (new numbering) – as per above, I am ok to reinstate based on your comment, but I think something happened to the formatting when you made your amendments to the clause. Can you see if you can reinstate it please

We have reinstated.

4. Clause 11 Arbitration (new numbering) – Exactly as per my comments for the other 3 agreements

Please see earlier comment.

5. Clause 13 Jurisdiction (new numbering) - Exactly as per my comments for the other 3 agreements

Please see earlier comment.

In addition, please note that we suggest deleting clause 14 (Termination) as it conflicts with your pre-existing agreement.

Please let me know if you would like to discuss any of the above.

Thanks,

Steve

**Steven Farmer | Counsel**

**From:** [ralph.horne](#) [mailto:[ralph.horne@nhs.uk](#)]  
**Sent:** 20 October 2017 11:45  
**To:** Farmer, Steven P.  
**Cc:** Bates, Sandra; Gosling, Caron  
**Subject:** RE: Consultancy Agreement

Hi Steve,

Regarding my agreement:

1. I am in agreement with your recommendation that with the post-termination restrictions already covered in my employment agreement, that these should remain in force and are not be included as part of this new consultancy agreement. Can you please make amendments as necessary to new Clause 5 etc.
2. Clause 6 D (new numbering) – per your comment that this is a standard clause, I am ok for this to be instated. I have tried to reinstate it (other than the reference to being appointed as

EX2275-007



attorney), but I think something happened to the formatting when you made your amendments to the clause. Can you see if you can reinstate it please

3. Clause 9 Indemnity (new numbering) – as per above, I am ok to reinstate based on your comment, but I think something happened to the formatting when you made your amendments to the clause. Can you see if you can reinstate it please
4. Clause 11 Arbitration (new numbering) – Exactly as per my comments for the other 3 agreements
5. Clause 13 Jurisdiction (new numbering) - Exactly as per my comments for the other 3 agreements

I enclose a copy of the agreement, marked-up to the extent of changes we have jointly agreed, so please use this as the version to be working off for when you make changes (to arbitration etc).

If you have any queries, please do not hesitate to contact me.

Kind regards

Ralph

**Ralph Horne**

Chief Executive Officer

**CrossVerify Ltd**



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**From:** Farmer, Steven P. 

**Sent:** 19 October 2017 14:40

**To:** [ralph.horne](mailto:ralph.horne@crossverify.com) 

**Cc:** Bates, Sandra  Gosling, Caron 

**Subject:** Consultancy Agreement

Hi Ralph,

Further to our call yesterday, as promised, we have urgently reviewed the consultancy agreement (and also revisited your existing agreement to compare).

EX2275-008



As both agreements largely relate to employment/working arrangements in the UK, as I mentioned on our call, I asked my colleague (Caron - copied) to look at this from the employment perspective, with the instructions that she should only make changes from an enforceability perspective under English law or which are necessary "must haves" to protect the Company.

As discussed, we have produced two versions of the agreement – one version for Joseph, Jaswinder and Nigel and one version for you (in light of the existing agreement you already have).

### **Your agreement**

As we discussed last night, you are currently employed under a service agreement which either already covers the terms set out in the consultancy agreement, or are directly in conflict with the consultancy agreement.

Given this, Caron has strongly recommended that those clauses which are in conflict are removed from the consultancy agreement so as to avoid any ambiguity as to your employment status and general obligations.

Caron has provided that the key operative provisions of the consultancy agreement supersede those set out in your employment contract, and that there is specific consideration payable by the Company for you entering into this consultancy agreement so as to avoid any issues of enforceability.

In relation to the post-termination restrictions, these are already covered in your employment agreement, and Caron's general recommendation is that these should remain in force and are not included as part of this new consultancy agreement. If the Company wants to include these in this new consultancy agreement, then there are some questions regarding enforceability which will need to be discussed further. Given the sensitivity of this, it would perhaps be preferable if you were not a party to these discussions because of the potential conflicts.

Please let me know if you are happy with this approach or if you would like to discuss this further.

### **Consultancy agreement**

Caron has made only those changes which are necessary from an enforceability perspective or are "must haves" to protect the Company.

The key risk for the Company here is that the consultants could be deemed to be employees or workers under English law: if this is the case, then there are knock on consequences both in terms of employment protections (for example, holiday entitlement) and potentially the obligations to deduct tax at source. Given the relatively short nature of the assignment (30 days) the risk is fairly low, but this should be re-considered if the assignment is extended for any significant period.

Caron has put in some provisions which will help to minimise this risk but it is not possible to remove it entirely as what happens in practice will supersede what is written in the documents. Please let me know if you would like to discuss this further with Caron.

As with your agreement, there may be some issues as to the enforceability of the non-competition and non-solicitation provisions, and Caron would be happy to discuss these further if that would be helpful.

EX2275-009

**Outstanding point to flag**

We note that you have asked some questions in relation to the Arbitration and Dispute Resolution clause. Has arbitration being agreed as the form of dispute resolution? If so, has it been agreed that this will be in the UK? There may be issues in enforcing employment claims, specifically, in Texas, where the individual is based in the UK.

If the instructions are to switch the arbitration clause to the UK, I can have colleagues in our litigation team suggest amendments to this clause.

Please review and let us know if you have any comments or wish to discuss.


Thanks,

Steve

**Steven Farmer | Counsel**



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**From:** [ralph.horne](#)   
**Sent:** 18 October 2017 18:21  
**To:** Farmer, Steven P.  
**Cc:** Bates, Sandra  
**Subject:** RE: Consultancy Agreement

Yes, all UK based Steve

**Ralph Horne**

Chief Executive Officer

**CrossVerify Ltd**



**From:** Farmer, Steven P. [REDACTED]  
**Sent:** 18 October 2017 18:21  
**To:** Ralph Horne [REDACTED]  
**Cc:** Bates, Sandra [REDACTED]  
**Subject:** Re: Consultancy Agreement

Ralph

One further thing - are the 3 other individuals primarily based in the UK?

Thanks

Steve

Sent from my Samsung Galaxy smartphone.

----- Original message -----

**From:** Ralph Horne [REDACTED]  
**Date:** 18/10/2017 14:13 (GMT+01:00)  
**To:** "Farmer, Steven P." [REDACTED]  
**Cc:** "Bates, Sandra" [REDACTED]  
**Subject:** Re: Consultancy Agreement

Yes that's fine thanks Stephen, can you call me on [REDACTED]

Kind regards

Ralph

Sent from my iPhone

On 18 Oct 2017, at 13:01, Farmer, Steven P. [REDACTED] wrote:

Hi Ralph

Good to hear from you. Are you free for a quick chat about the document today?

I'm currently in meetings but should be free at 6pm if that works?

EX2275-011



Thanks

Steve

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Ralph Horne [REDACTED]

Date: 17/10/2017 18:24 (GMT+00:00)

To: "Bates, Sandra" [REDACTED]

Cc: "Farmer, Steven P." [REDACTED]

Subject: Re: Consultancy Agreement

Many thanks Sandra. If you would like clarification of anything Steven please let me know. I appreciate you will need to review the agreement, but maybe we can schedule a meet for some time over the next couple of days?

Kind regards

Ralph

Sent from my iPhone

On 17 Oct 2017, at 17:25, Bates, Sandra [REDACTED] wrote:

Many thanks Ralph.

I have copied Steven Farmer who I believe you may have worked with before during Dion times. Steven will be assisting on this and has background on Cross Verify so understands the context.

Kind regards

Sandra

**Sandra Bates** | Pillsbury Winthrop Shaw Pittman LLP



EX2275-012

<image001.png>

<image002.png>

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**From:** ralph.horne [REDACTED]  
**Sent:** 17 October 2017 13:58  
**To:** Bates, Sandra  
**Subject:** Consultancy Agreement

Hi Sandra,

As discussed this morning, please find enclosed the Consultancy Agreement;  
my comments:

1. CrossVerify is entering into some very senior level discussions with heads of government etc. for the usage of the CV platform. It is important that certain senior executives within CrossVerify are covered from a confidentiality/IPR protection perspective. This is the key objective of the Consultancy Agreement rather than providing the terms of the consultancy arrangement.
2. The Consultancy Agreement has been drafted by a US lawyer, the objective of this review by Pillsbury is ONLY to ensure enforceability in UK and not to consider other matters
3. People who will sign the consultancy agreement:
  - a. Ralph Horne – I already have a contract of employment in place (Pillsbury drafted), this Consultancy Agreement is far more onerous in terms of the confidentiality provisions and so needs to work as an 'addition' to my existing contract of employment and not replace the 'employment provision' parts of my contract (salary, hours of week etc.)
  - b. Three individuals (Joseph Nash, Jaswinder Hanspal and Nigel Quantick) each of whom have been assisting me at CrossVerify over the last couple of months. These 3 will sign the Consultancy Agreement now, but once funding is in place for CV they will also sign a full contract of employment
4. The Consulting Agreement will need to be signed by the individuals and CrossVerify Ltd, but Marcus will want confidentiality related to his other ventures (FTF, DTN and NAC) also covered, hence their inclusion in the document
5. I have inserted comments on the Agreement on what I consider to be the main clauses we need to consider, but I appreciate you will need to review the whole agreement
6. There is time pressure involved to get the agreement signed by Friday of this week at the latest (as we are involved in meetings next week that will require this Agreement in place)

EX2275-013

I understand you will pass this agreement onto other members of the team at Pillsbury and would be happy to enter into discussion/meet asap.

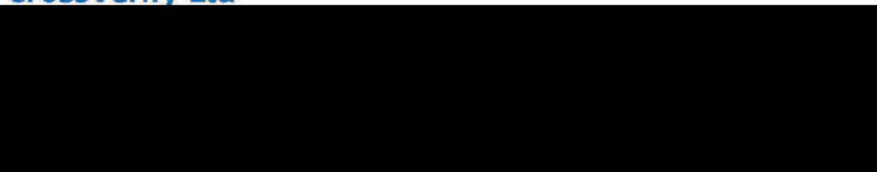
Kind regards

Ralph

**Ralph Horne**

Chief Executive Officer

**CrossVerify Ltd**



<Consulting Agreement -for CrossVerify with Exhibits A B 171004-RJH Edit.docx>

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**5 attachments**

**RH Agreement 20 October 2017 - REDLINE(2) 4843-7689-9153 v.5.docx**  
65K

**RH Agreement 20 October 2017 CLEAN(1) 4845-0450-5170 v.1.docx**  
42K

**RH Agreement 20 October 2017 - REDLINE(2) 4843-7689-9153 v.5.docx**  
63K

**noname.eml**  
230K

**Untitled attachment 03461 (003).pdf**  
292K

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**Nikita Stepanov**

Wed, Oct 25, 2017 at 8:39 PM

To: Dima Zaitsev

Cc: Lisa Helfer

Mark DiAdamo

Daria Generalova

Neil Sunkin

Marcus Andrade

Hi Neil,

Please confirm if attached tex is okay to be published.

Best,  
Nikita


2017-10-23 16:08 GMT+03:00 Dima Zaitsev

EX2275-014



[Quoted text hidden]

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 **AML BitCoin\_Vasquez\_rewrite\_nvf.docx**  
7K

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**Jack Abramoff** [REDACTED]  
To: "Japheth Dillman" [REDACTED]  
Cc: Marcus Andrade [REDACTED]

Thu, Oct 26, 2017 at 11:10 PM

I'm not sure who wrote this, but they are a TERRIBLE writer. If this is what is going out as our press releases, we are in trouble. I have rewritten this virtually entirely (attached). Once you review, accept whatever edits you chose and pass on to whomever this goes – but in my view, you need to strongly admonish them to do a better job. This was total crap. If I were grading it, it would have been a D.

**From:** Nikita Stepanov [REDACTED]  
**Sent:** Thursday, October 26, 2017 8:21 PM  
**To:** PRESS [REDACTED]  
**Subject:** [Junk]Fwd: Introduction

Hi Neil,

Please confirm if attached tex is okay to be published.

Best,

Nikita

----- Forwarded message -----  
**From:** Nikita Stepanov [REDACTED]  
**Date:** 2017-10-27 2:35 GMT+03:00  
**Subject:** Fwd: Introduction  
**To:** jdillman [REDACTED]

[Quoted text hidden]

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 **AML BitCoin\_Vasquez\_rewrite\_nvf.docx**  
17K

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**Marcus Andrade** [REDACTED]  
To: Neil Sunkin [REDACTED]

Sat, Oct 28, 2017 at 7:52 AM

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EX2275-015

 **AML BitCoin\_Vasquez\_rewrite\_nvf.docx**  
17K

Neil M. Sunkin [REDACTED]  
To: Marcus Andrade [REDACTED]

Sat, Oct 28, 2017 at 11:31 AM

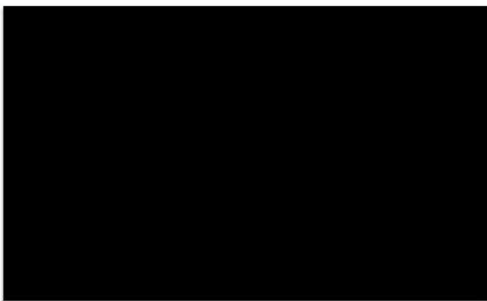
Marcus, I checked my inbox and junk mail box and the email is not in there.

I also just checked the "bulk" mail folder on GoDaddy.com's site (my ISP provider) and Nikita's email is in there. (The mail that falls into that folder does not even make it to my junk mail). I added Nikita as a preferred sender.

Also, does she think she is sending this to me at [REDACTED]?

LAW OFFICE OF NEIL M. SUNKIN

A Professional Corporation



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EX2275-016

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[Quoted text hidden]

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**Marcus Andrade** [REDACTED]

To: Neil Sunkin [REDACTED]

Sat, Oct 28, 2017 at 11:54 AM

You are right please make sure she has your right email address

[Quoted text hidden]